

COVER SHEET		Court Identification Docket #		Case Year		Docket Number	
<b>Civil Case Filing Form</b> (To be completed by Attorney/Party Prior to Filing of Pleading)		<u>23</u>	<u>8</u>	<u>CH</u>	<u>2024</u>	<u>791</u>	<u>55</u>
Mississippi Supreme Court Administrative Office of Courts		Form AOC/01 (Rev 2009)		This area to be completed by clerk		Case Number if filed prior to 1/1/94	
In the <u>CHANCERY</u>		Court of <u>HANCOCK</u>		County <u>—</u>		Judicial District <u>—</u>	
<b>Origin of Suit (Place an "X" in one box only)</b>							
<input checked="" type="checkbox"/> Initial Filing	<input type="checkbox"/> Reinstated	<input type="checkbox"/> Foreign Judgment Enrolled	<input type="checkbox"/> Transfer from Other court	<input type="checkbox"/> Other			
<input type="checkbox"/> Remanded	<input type="checkbox"/> Reopened	<input type="checkbox"/> Joining Suit/Action	<input type="checkbox"/> Appeal				
<b>Plaintiff - Party(ies) Initially Bringing Suit Should Be Entered First - Enter Additional Plaintiffs on Separate Form</b>							
<b>Individual</b>							
Last Name		First Name		Maiden Name, if applicable		M.I.	Jr/Sr/III/IV
Check ( x ) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style: Estate of _____							
Check ( x ) if Individual Plaintiff is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity: D/B/A or Agency _____							
<b>Business</b> <u>Hancock County Port and Harbor Commission</u>							
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated							
Check ( x ) if Business Plaintiff is filing suit in the name of an entity other than the above, and enter below: D/B/A _____							
Address of Plaintiff _____							
Attorney (Name & Address) <u>K. C. Hightower, P.O.Box 130, Gulfport, MS 39502</u>						MS Bar No. <u>101246</u>	
Check ( x ) if Individual Filing Initial Pleading is NOT an attorney							
Signature of Individual Filing: _____							
<b>Defendant - Name of Defendant - Enter Additional Defendants on Separate Form</b>							
<b>Individual</b>							
Last Name		First Name		Maiden Name, if applicable		M.I.	Jr/Sr/III/IV
Check ( x ) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style: Estate of _____							
Check ( x ) if Individual Defendant is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity: D/B/A or Agency _____							
<b>Business</b> <u>Coastal Marine Contractors, LLC</u>							
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated							
Check ( x ) if Business Defendant is acting in the name of an entity other than the above, and enter below: D/B/A _____							
Attorney (Name & Address) - If Known _____						MS Bar No. _____	
Damages Sought: Compensatory \$ _____		Punitive \$ _____		Check ( x ) if child support is contemplated as an issue in this suit.*			
*If checked, please submit completed Child Support Information Sheet with this Cover Sheet							
<b>Nature of Suit (Place an "X" in one box only)</b>							
<b>Domestic Relations</b>		<b>Business/Commercial</b>		<b>Children/Minors - Non-Domestic</b>		<b>Real Property</b>	
<input type="checkbox"/> Child Custody/Visitation	<input type="checkbox"/> Accounting (Business)	<input type="checkbox"/> Adoption - Contested	<input type="checkbox"/> Adverse Possession				
<input type="checkbox"/> Child Support	<input type="checkbox"/> Business Dissolution	<input type="checkbox"/> Adoption - Uncontested	<input type="checkbox"/> Ejectment				
<input type="checkbox"/> Contempt	<input type="checkbox"/> Debt Collection	<input type="checkbox"/> Consent to Abortion Minor	<input type="checkbox"/> Eminent Domain				
<input type="checkbox"/> Divorce: Fault	<input type="checkbox"/> Employment	<input type="checkbox"/> Removal of Minority	<input type="checkbox"/> Eviction				
<input type="checkbox"/> Divorce: Irreconcilable Diff.	<input type="checkbox"/> Foreign Judgment	<input type="checkbox"/> Other	<input type="checkbox"/> Judicial Foreclosure				
<input type="checkbox"/> Domestic Abuse	<input type="checkbox"/> Garnishment	<b>Civil Rights</b>		<input type="checkbox"/> Lien Assertion			
<input type="checkbox"/> Emancipation	<input type="checkbox"/> Replevin	<input type="checkbox"/> Elections	<input type="checkbox"/> Partition				
<input type="checkbox"/> Modification	<input type="checkbox"/> Other	<input type="checkbox"/> Expungement	<input type="checkbox"/> Tax Sale: Confirm/Cancel				
<input type="checkbox"/> Paternity	<b>Probate</b>	<input type="checkbox"/> Habeas Corpus	<input type="checkbox"/> Title Boundary or Easement				
<input type="checkbox"/> Property Division	<input type="checkbox"/> Accounting (Probate)	<input type="checkbox"/> Post Conviction Relief/Prisoner	<input type="checkbox"/> Other				
<input type="checkbox"/> Separate Maintenance	<input type="checkbox"/> Birth Certificate Correction	<b>Contract</b>		<b>Torts</b>			
<input type="checkbox"/> Termination of Parental Rights	<input type="checkbox"/> Commitment	<input type="checkbox"/> Breach of Contract	<input type="checkbox"/> Bad Faith				
<input type="checkbox"/> UIFSA (eff 7/1/97; formerly URESA)	<input type="checkbox"/> Conservatorship	<input type="checkbox"/> Installment Contract	<input type="checkbox"/> Fraud				
<input type="checkbox"/> Other	<input type="checkbox"/> Guardianship	<input type="checkbox"/> Insurance	<input type="checkbox"/> Loss of Consortium				
<b>Appeals</b>	<input type="checkbox"/> Heirship	<input type="checkbox"/> Specific Performance	<input type="checkbox"/> Malpractice - Legal				
<input type="checkbox"/> Administrative Agency	<input type="checkbox"/> Intestate Estate	<input type="checkbox"/> Other	<input type="checkbox"/> Malpractice - Medical				
<input type="checkbox"/> County Court	<input type="checkbox"/> Minor's Settlement	<b>Statutes/Rules</b>		<input type="checkbox"/> Mass Tort			
<input type="checkbox"/> Hardship Petition (Driver License)	<input type="checkbox"/> Muniment of Title	<input type="checkbox"/> Bond Validation	<input type="checkbox"/> Negligence - General				
<input type="checkbox"/> Justice Court	<input type="checkbox"/> Name Change	<input type="checkbox"/> Civil Forfeiture	<input type="checkbox"/> Negligence - Motor Vehicle				
<input type="checkbox"/> MS Dept Employment Security	<input type="checkbox"/> Testate Estate	<input type="checkbox"/> Declaratory Judgment	<input type="checkbox"/> Product Liability				
<input type="checkbox"/> Worker's Compensation	<input type="checkbox"/> Will Contest	<input type="checkbox"/> Injunction or Restraining Order	<input type="checkbox"/> Subrogation				
<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Wrongful Death				
			<input type="checkbox"/> Other				



IN THE CHANCERY COURT OF HANCOCK COUNTY, MISSISSIPPI

**FILED**

HANCOCK COUNTY PORT AND  
HARBOR COMMISSION

PLAINTIFF

FEB 08 2024

v.

TIFFANY LEE COWMAN  
CHANCERY CLERK

BY

CAUSE NO. 23CH1:24-cv-079 (JS)  
D.C.

COASTAL MARINE CONTRACTORS,  
LLC

DEFENDANT

**COMPLAINT**

COMES NOW, Plaintiff, Hancock County Port and Harbor Commission ("HCPHC" or "Plaintiff"), by and through undersigned counsel of record, and files this its Complaint pursuant to the Mississippi Rules of Civil Procedure against Defendant, Coastal Marine Contractors, LLC. ("CMC" or "Defendant"), and would show unto this Honorable Court the following:

**PARTIES**

1. HCPHC is a political subdivision of the State of Mississippi, and is a governmental body created by the lawful act of the Hancock County Board of Supervisors with its principal place of business being located at 14054 Fred and Al Key Road, Kiln, Mississippi 39556.

2. CMC is a Louisiana corporation which has had its authorization to do business in Mississippi revoked. CMC's principal place of business is located at 330 Bayou Liberty Road, Slidell, LA 70458. CMC may be served through its Registered Agent, Allen Warriner, at 330 Bayou Liberty Road, Slidell, LA 70458, or wherever he may be found.

**JURISDICTION AND VENUE**

3. The Court has personal jurisdiction over the parties, as well as subject matter jurisdiction over the claims at issue in this civil action.

4. This Court is the proper venue for this action.

**STATEMENT OF FACTS**

5. CMC owns various barges which have been docked in the canal located in HCPHC's Industrial Park at Port Bienville.

6. HCPHC has a published tariff, which includes rates for dockage. *See* Applicable Versions of HCPHC's Published Tariff, attached hereto as cumulative Exhibit "A" (the "Published Tariff").

7. The Published Tariff was lawfully enacted by HCPHC.

8. When CMC docked its barges in HCPHC's canal, it was subject to HCPHC's tariff, did in fact subject itself to such tariff, and is obligated to pay the published rate for docking its barges in HCPHC's canal.

9. HCPHC did not grant CMC permission to dock in its canal free of charge or without paying dockage.

10. HCPHC has invoiced CMC for dockage in an amount exceeding Two Hundred Sixty Thousand Dollars (\$260,000.00). *See* Accounts Receivable Information, attached hereto as Exhibit "B".

11. The invoices from HCPHC to CMC for its dockage in Port Bienville's Industrial Park are for dockage fees owed from as early as January of 2022 (the "Invoices").

12. To date, CMC has failed to pay the outstanding Invoices, and such Invoices remain due and owing.

**COUNT 1 – UNJUST ENRICHMENT**

13. HCPHC incorporates all previous Paragraphs of this Complaint as if fully stated herein.

14. In the event it is adjudicated there is no binding contract between CMC and HCPHC, CMC is nevertheless obligated to fully satisfy all sums due and owing as reflected the Invoices.

15. CMC's failure to pay the aforementioned Invoices has resulted in CMC being unjustly enriched, as it docked its barges in HCPHC's canal without paying the published rate for such actions.

16. HCPHC requests money damages for CMC's unjust enrichment in the amount of the outstanding Invoices, plus dockage for any other time CMC has made use of HCPHC's canal but for which it has not yet been invoiced.

### **COUNT II – QUANTUM MERUIT**

1. HCPHC incorporates all previous Paragraphs of this Complaint as if fully stated herein.
2. HCPHC provides docking services to mariners and other users, who make use of HCPHC's canals and docks.
3. CMC is a barge shipping company contemplated as a user under HCPHC's Published Tariff.
4. CMC did in fact make use of HCPHC's canal and docking facilities and services.
5. HCPHC provided docking facilities and services for CMC with the expectation of being compensated by CMC for its barges being docked in HCPHC's canal.
6. HCPHC submitted Invoices to CMC for its use of HCPHC's canal and docking facilities and services with the reasonable expectation of being paid in full by CMC. CMC reasonably knew that HCPHC expected to be compensated according to its Published Tariff.
7. Accordingly, in the alternative to an award of damages for other claims asserted herein, HCPHC is entitled to an award of damages for the value of the services and the use of its facilities that HCPHC provided to CMC, which CMC has refused to pay.

### **COUNT III – BREACH OF IMPLIED CONTRACT**

8. HCPHC incorporates all previous Paragraphs of the Complaint as if fully stated herein.



9. HCPHC's Published Tariff constitutes the basis of, and is in fact, a contract between HCPHC and CMC.

10. CMC's failure to pay the aforementioned Invoices constituted a breach of such contract, as CMC docked its barges in HCPHC's canal without paying the published rate for such actions.

11. Because of CMC's breach, significant charges have accrued pursuant to HCPHC's lawfully enacted tariff, for which CMC has been properly invoiced, in further breach of its contract, causing HCPHC to incur significant monetary damages.

12. Despite receiving the Invoices from HCPHC, CMC has willfully refused to satisfy their obligations under the contract.

13. Because of the breach by CMC, HCPHC has incurred significant monetary damages in excess of Two Hundred and Sixty Thousand Dollars (\$260,000.00).

WHEREFORE, PREMISES CONSIDERED, HCPHC prays for the following relief:

1. That judgment be entered in favor of HCPHC and against CMC for the claims, actions, and conduct referenced herein for a monetary sum to be determined at the trial of this matter;
2. An award of pre-judgment interest, as well as attorneys' fees and costs associated with the prosecution of these claims.

Respectfully submitted, this the 8<sup>th</sup> day of February, 2024.

**HANCOCK COUNTY PORT AND HARBOR  
COMMISSION**

BY:

BALCH & BINGHAM LLP

BY:

Of Counsel

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**PORT BIENVILLE INDUSTRIAL PARK**

**FMC-1; Org. #002665**

**TITLE PAGE**

**TARIFF NO. 1-B**

Revised

SCHEDULE OF CHARGES, RULES AND REGULATIONS FOR  
WHARFAGE, HANDLING, STORAGE AND SERVICES

APPLICABLE AT

**PORT BIENVILLE INDUSTRIAL PARK**

APPROVED BY HANCOCK COUNTY PORT AND HARBOR COMMISSION  
On April 27, 2015

ISSUED: April 27, 2015

EFFECTIVE: June 1, 2015

ISSUED BY:

HANCOCK COUNTY PORT AND HARBOR COMMISSION  
PO BOX 2267, BAY ST. LOUIS, MS 39521  
TELEPHONE: (601) 467-9231  
FAX: (601) 467-9341

**EXHIBIT "A"**

PORT BIENVILLE INDUSTRIAL PARK

FMC-1; Org. #002665

TARIFF NO. 1-B

PAGE 1  
REVISD

SUPERSEDES AND CANCELS ALL OTHER TARIFFS

CHECK SHEET

(\*) Indicates new or revised page included in this filing.

PAGE	REVISION
3	*
8	+
9	+

CANCELLATION OF PAGES

Unless otherwise provided, amendment of a page will be made by reprinting the page and showing the revision number. The revision numbers will be used in consecutive numerical order beginning with "1st Revised Page". A revised page cancels any un-canceled revised or original page(s), which bear the same page number.

ABBREVIATIONS AND REFERENCE MARKS

ITEM 110

*	Denotes change in wording	+	Denotes increase in charges
@	Denotes new provision	%	Denotes reduction in charges

N.T.	Net ton (2,000 pounds)
USDA	United States Department of Agriculture
FMC	Federal Maritime Commission
DOT	United States Department of Transportation

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**PORT BIENVILLE INDUSTRIAL PARK**

**FMC-1; Org. #002665**

**TARIFF NO. 1-B**

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PORT BIENVILLE INDUSTRIAL PARK

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DEFINITIONS

DAYS AND HOLIDAYS

ITEM 5

In computing charges, a day is a period of 24 consecutive hours or fraction thereof of any calendar day or days.

Holidays are defined as Christmas Day, New Year's Day, Memorial Day, Independence Day, and Thanksgiving Day.

PORT AUTHORITY

ITEM 10

Port Authority, when used herein, is the Hancock County Port and Harbor Commission as prescribed by law.

DOCKAGE

ITEM 15

A charge against the ship or vessel for the use of the wharves, mooring facilities, or other facilities within the Port Bienville Industrial Park. The charge is based upon the length of the ship or barge as determined by the Port Commission's rules. The ship or vessel is responsible for this charge. **Nothing herein shall prohibit the Port Authority from assessing any other charges under any other provision of this Tariff No. 1-B.**

LAY BERTH

ITEM 20

A privilege granted upon request for a ship or vessel to berth at a wharf, pier, bulkhead structure, or bank.

WHARVES

ITEM 25

Wharves and facilities, whether public or private, within the Port Bienville Industrial Park... **Nothing herein shall prohibit the Port Authority from assessing any other charges under any other provision of this Tariff No. 1-B.**

PORT BIENVILLE INDUSTRIAL PARK

ITEM 30

The lands and waters, and interests therein, under the management, supervision and control of the Port Authority.

STEVEDORE

ITEM 35

One who works at or is responsible for the loading and unloading of a ship or vessel within the jurisdiction of the Port Authority.

SHIP AND VESSEL

ITEM 40

A "ship" is any self-propelled sea-going vessel. A "vessel" is any type of floating equipment or object including barges.

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**DEFINITIONS CONTINUED**

**WHARFAGE**

**ITEM 45**

A charge assessed against all cargo passing or conveyed over, onto, or under wharves, whether public or private, and the transit sheds built thereon or between ship or vessel when berthed at the wharf, pier, bulkhead structure(s) or banks, any of which whether public or private, within the jurisdiction of the Port Commission.

**RULES AND REGULATIONS**

**JURISDICTION**

**ITEM 100**

The Port Authority has jurisdiction control over, and the power to regulate, fix and enforce rules and charges for the use of the harbor, channel, warehouses, freight handling machinery, equipment, and all other property and facilities owned and/or operated by it in accordance with applicable law.

Normal operations are conducted through the Commission's appointed Port Director.

**APPLICATION AND INTERPRETATION OF TARIFF**

**ITEM 105**

Rates, rules and regulations contained herein, or as amended, shall apply equally to all users at and to all waterways, terminals, and facilities of the Port Authority except as otherwise provided. The use of the waterways, facilities, and/or services under the jurisdiction of the Port Authority shall constitute a consent to the terms and conditions herein and evidences an agreement on the part of all carriers, vessels, barges, their owners and agents or all other users of such waterways, services, and/or facilities, to pay all charges specified herein to be governed by all rules and regulations set forth in this tariff.

All reference to harbor masters, pilots, boatmen, stevedores, surveyors, watchmen, police, ship chandlers, ship agents and all other persons engaged in providing any type of service or operation on or at any waterway, road or facility, will be governed by "TITLE 59," Mississippi Code, 1972, Annotated.

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**PORT BIENVILLE INDUSTRIAL PARK**

**FMC-1; Org. #002665**

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**RULES AND REGULATIONS**

**MARINE LOSS OR DAMAGE TO CARGO OR VESSELS** **ITEM 125**

The Port Authority assumes no responsibility for marine loss or damage to any cargo of any description, nor assumes any responsibility for marine loss or damage to any vessel, barge, tug boat, or other craft while within the harbor limits of Port Bienville Industrial Park or other places.

**DOCKAGE/WHARFAGE AT OTHER THAN PUBLIC WHARVES** **ITEM 130**

The Port Authority reserves the right to assess wharfage or dockage charges against any commodity received from and/or discharged to, or to ships utilizing, respectively, the water over which the Port Authority has jurisdiction.

**HAZARDOUS MATERIALS OR SUBSTANCES** **ITEM 135**

Shipments of articles classified as hazardous materials or hazardous substances by the United States Department of Transportation will be accepted only after a full compliance by shippers or carriers with these rules and regulations or as amended. Wharfage and handling facilities will not be provided except under special circumstances approved by the Port Director.

**MEASUREMENT OF SHIPS OR VESSELS** **ITEM 140**

The Port Authority reserves the right to measure all ships or vessels when deemed necessary; said measurements to be used by the Port Authority as a basis for any and all charges. For purpose of determining charges under this tariff, the term "length" or "over-all length" of a ship or vessel shall be that length measured from the extreme forward point to the extreme aft point of the ship or vessel as may appear in the Certificate of Registry for the ship or vessel. With respect to ships engaged in foreign, coastwise, or intracoastal trade, such measurements appearing in Lloyd's Register will be acceptable as evidence thereof.

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**RULES AND REGULATIONS**

**REQUEST FOR STATEMENT OF TONNAGE**

**ITEM 145**

All ships or vessels, their owners or agents, or any other persons, firms or corporations shall furnish without delay, but in not greater than seven days, a statement showing weight (weight and measure in cubic meters if by commodities including bunkers, and if containerized the number of units and size, covering any shipments or cargo in the transit sheds, or wharves, or occupying space on any other property under the control of the Port Authority.

**ASSIGNMENT OF BERTH, SHEDDAGE, MOORING AND MARGINAL TRACK** **ITEM 150**

All vessels, barges, or other water craft, or their owners or agents, desiring berth and/or marginal tracks, sheddage assignment, open dock use, anchorage, mooring place, or any other facility shall, as far as possible but not later than 48 hours in advance of the date of docking to load or unload if space is available, make application thereof to the Port Director in writing specifying the date of docking, sailing, and the nature and quantity of cargo to be handled. The Port Director reserves the right to decline any application at its discretion. All assignments shall be at the discretion of the Port Director.

**VACATE OF BERTH**

**ITEM 155**

Any vessels, barges or other watercraft occupying a berth under Item 150 may, at the sole discretion of the Port Director, be ordered to vacate the berth due to accommodation of another vessel for the working of cargo or whenever such occupancy poses a potential hazard. Failure to vacate the berth as ordered will result in a penalty to be twice the applicable dockage rate. The imposition of such a penalty shall not affect the right to have the vessel removed at the expense and risk of the owner or charterer.

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**RATES AND CHARGES**

**ASSIGNMENT OF WHARFAGE CHARGES**

**ITEM 200**

All cargo shall be subject to the wharfage charges as follows:

- (1.) When cargo is placed onto wharves, docks, landing, mooring facilities, or other structures, any of which whether public or private, for handling to or from ship or vessel; or
- (2.) When cargo is placed on the public or private wharves for outbound movement and is not subsequently loaded aboard a ship or vessel but is removed from the wharves; or
- (3.) When cargo is transferred over or under such wharves, docks, landings, mooring facilities, or other structures, any of which whether public or private, to or from ship or vessel; or
- (4.) When cargo is delivered to or received from ships or vessels by other water craft, or when transferred over the side of ships or vessels directly to or from the water;
- (5.)(a) When ships or vessels are moored outside of other water craft occupying berths at wharves, dock landings, mooring facilities or other structures, any of which whether public or private;
- (b) When ships or vessels are occupying berths at wharves, dock landings, mooring facilities or other structures, any of which whether public or private;
- (c) When ships or vessels are anchored, partly anchored, or partly moored to wharves, docks, or other structure, any of which whether public or private, in any area within the jurisdiction of the Port Authority.

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**PORT BIENVILLE INDUSTRIAL PARK**

**FMC-1; Org. #002665**

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REVISED**

**RATES AND CHARGES**

The rate for wharfage is as follows:

<u>COMMODITY</u>	<u>RATE</u>
1. General Commodities N.O.S.	\$1.40 per net ton
2. Hazardous Cargo	\$4.00 per net ton
3. Bulk Commodities N.O.S. (or 40 cubic feet, whichever is greater)	\$1.00 per net ton
4. USDA (bagged commodities)	\$1.00 per net ton
5. Forest Products	\$1.00 per net ton
6. Iron and/or Steel Articles, N.O.S.	\$1.50 per net ton
7. Fabricated Steel, N.O.S.	\$2.50 per net ton

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**FMC-1; Org. #002665**

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**RATES AND CHARGES**

**DOCKAGE**

**ITEM 205**

The dockage charge shall be **\$1.00** per lineal foot of ship, vessel or barge starting the 1st day and every day thereafter.

All carriers, vessels, their owners and/or agents or other users of the facilities placed on the delinquent list for reasons provided herein shall be denied further use of the facilities by the Port Director until all charges have been paid.

**CONTAINER STORAGE**

**ITEM 210**

All cargo containers stored outside of the leased ship terminal area as defined by lease agreements between the Port Authority and lessee will be assessed a storage charge of:

**\$1.00** per Container per Day

**MISCELLANEOUS CHARGES**

**ITEM 215**

All other types of charges not otherwise specified herein will be quoted on request from the Port Director.

**PERMITS**

**ITEM 220**

All commercial ship, vessel or other transportation mode operators will be required to have a one (1) year entry permit issued by the Port Authority in order to conduct business on Port Bienville. Such permit shall be issued based on criteria establish by the Port Authority and require a payment of \$50.00 administrative fee applicable to all transportation equipment under control of the permit holder.

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**EXHIBIT "A"**

Status	Document ID	External Reference	Document Type	Document Date	Document Amount in Trans...	Open Amount in Tran...	Header Text
Open	IP-583	IP-583	Invoice	10/31/2022	USD 12,285.00	USD 12,285.00	CMC01 DOCKAGE OCT 2022
Open	IP-529	IP-539	Invoice	09/30/2022	USD 27,495.00	USD 27,495.00	CMC01 DOCKAGE SEP 2022
Open	IP-500	IP-500	Invoice	09/14/2022	USD 221,130.00	USD 221,130.00	CMC01 DOCKAGE JAN 2022 - AUG 2022

EXHIBIT "B"



IN THE CHANCERY COURT OF HANCOCK COUNTY, MISSISSIPPI

HANCOCK COUNTY PORT AND  
HARBOR COMMISSION

PLAINTIFF

v.

CAUSE NO. 23CH1:24-CV-079(JS)

COASTAL MARINE CONTRACTORS,  
LLC

DEFENDANT

SUMMONS

THE STATE OF MISSISSIPPI

TO: Coastal Marine Contractors, LLC  
b/s Registered Agent, Allen Warriner  
330 Bayou Liberty Road  
Slidell, Louisiana 70458  
Or Wherever He May Be Found

**FILED**  
FEB 08 2024  
TIFFANY LEE COWMAN  
CHANCERY CLERK  
BY SK D.C.

**Notice to Defendant**

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT  
AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to K. C. Hightower, the attorney for the Plaintiff, whose post office address is Post Office Box 130, Gulfport, Mississippi 39502, and whose street address is 1310 25th Avenue, Gulfport, Mississippi 39501. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this Summons and Complaint or a judgment by default will be entered against you for the money or other things demanded in the Complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and seal of said Court, this the 8th day of February, 2024.

TIFFANY LEE COWMAN, CHANCERY CLERK,  
HANCOCK COUNTY, MISSISSIPPI

(SEAL)



BY Samirrell Kessel D.C.

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION

HANCOCK COUNTY PORT AND  
HARBOR COMMISSION

PLAINTIFF

VERSUS

CIVIL ACTION NO. 1:24cv95TBM-RPM

COASTAL MARINE  
CONTRACTORS, LLC

DEFENDANTS

---

NOTICE OF REMOVAL

---

TO THE HONORABLE JUDGES OF SAID COURT:

NOW INTO COURT, through undersigned counsel, comes Defendant Coastal Marine Contractors, LLC (“Coastal”) who removes this civil action from the Chancery Court of Hancock County, Mississippi, to the United States District Court for the Southern District of Mississippi, pursuant to 28 U.S.C. § 1441(a).

**The Pending State Court Suit**

1. On February 8, 2024, Plaintiff Hancock County Port and Harbor Commission (“HCPHC”) filed a civil action in the Chancery Court of Hancock County, Mississippi, naming Coastal as defendant, styled as *Hancock County Port and Harbor Commission v. Coastal Marine Contractors, LLC*, Cause No. 23CH1:24-cv-079-JS, alleging claims for unpaid dockage.<sup>1</sup>

2. Coastal has not filed any pleadings in response to HCPHC’s Complaint in the chancery court action, and expressly reserve all defenses Coastal may have, now or in the future,

---

<sup>1</sup> Plaintiff’s Complaint and State court filings are attached as Exhibit A.

as to the merits of the claims asserted in the Complaint, the lack or insufficiency of service, process, venue, or jurisdiction, and waives none of the aforesaid defenses by filing this Notice of Removal.

3. A copy of the Complaint and all filings in the Hancock County Chancery Court action in Coastal's possession are attached, *in globo*, as Exhibit A. Exhibit A includes a true and correct copy of all process, pleadings, and orders in Coastal's possession. 28 U.S.C. § 1446(a).

4. HCPHC's allegations and claims against Coastal relate to dockage charges HCPHC assessed against Coastal totaling \$260,000.00.

### **Timing of Removal**

5. HCPHC filed suit against Coastal on February 8, 2024. Coastal was never served with a Summons and Complaint. On February 26, 2024, undersigned counsel confirmed he was authorized to accept service of the Complaint, and counsel for HCPHC agreed responsive pleadings would be due within thirty (30) days from that date. Therefore, this Notice of Removal is timely in accordance with 28 U.S.C. § 1446(b)(1).

### **Venue**

6. Venue is proper in the United States District Court for the Southern District of Mississippi because it is the federal judicial district embracing the place where the action is pending.

### **Removal Jurisdiction**

7. A defendant has the right to remove a case to federal court when federal jurisdiction exists and when the removal procedure is properly followed. 28 U.S.C. § 1441. Under 28 U.S.C. § 1441(a), any state court civil action over which a federal court would have original jurisdiction may be removed from state to federal court.



8. Further, removal of this case is permitted because HCPHC alleges claims for dockage that arise under the general maritime law. Section 1441(b) as amended allows for removal of general maritime law claims provided the removed claim is one which the district court has original jurisdiction over.

9. HCPHC's Complaint alleges claims that fall squarely within this Court's diversity jurisdiction under 28 U.S.C. § 1332.

10. "The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between . . . citizens of different States . . ." 28 U.S.C. § 1332(a)(1).

11. As alleged in HCPHC's Complaint, HCPHC seeks to recover \$260,000.00 in dockage. More, HCPHC is a political subdivision of the State of Mississippi and Coastal is a Louisiana limited liability company with its principal place of business in Slidell, Louisiana. As such, this Honorable Court has original jurisdiction pursuant to 28 U.S.C. § 1332 as the amount in controversy exceeds \$75,000.00 and the parties are completely diverse.

#### **Notice to Adverse Party and the State Court**

12. As the removing party, Coastal will give HCPHC prompt written notice of this Notice of Removal as required by 28 U.S.C. § 1446(d).

13. In accordance with 28 U.S.C. § 1446(d), Coastal will file a copy of this Notice of Removal with the Hancock County, Mississippi Clerk of Court, and will serve these pleadings on HCPHC's counsel.

#### **Parties and State Court Information**

14. Pertinent information regarding the parties in this case, their counsel, and the state court proceedings is as follows:

- 1) Plaintiff Hancock County Port and Harbor Commission is represented by:

K.C. Hightower (MSB# 101246)  
Katie Hood (MSB# 104659)  
Balch & Bingham LLP  
1310 Twenty Fifth Avenue  
Gulfport, MS 39501  
Telephone: (228) 864-9900  
Facsimile: (228) 864-8221  
kchightower@balch.com  
khood@balch.com

- 2) Defendant Coastal Marine Contractors, LLC is represented by:

Michael J. Thompson, Jr.  
Mississippi Bar No. 103772  
THOMPSON LAW OFFICE, PLLC  
P.O. Box 280  
Gulfport, MS 39502  
Phone: (228) 265-5010  
E-mail: mike@mjtlaw.com

- 3) This case is being removed from the Chancery Court of Hancock County, Mississippi located at:

152 Main Street, Ste.A  
Bay St Louis, MS 39520

15. Coastal reserves all rights including, but not limited to, all defenses permitted under Rule 12 of the Federal Rules of Civil Procedure and all other jurisdictional and procedural defenses, and all defenses to the merits of this action. Coastal further expressly reserves all rights, claims, causes of action, defenses, and/or objections in connection with concurrent jurisdiction under admiralty grounds.

16. Pursuant to Rule 11 of the Federal Rules of Civil Procedure, undersigned counsel certifies he has read the foregoing Notice of Removal, to the best of his knowledge, information, and belief formed after reasonable inquiry, it is well-grounded in fact and is warranted by existing

law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose.

**WHEREFORE**, Defendant Coastal Marine Contractors, LLC hereby removes this action to the United States District Court for the Southern District of Mississippi.

Respectfully submitted this 26th day of March, 2024.

/s/ Michael J. Thompson, Jr.

Michael J. Thompson, Jr.

Mississippi Bar No. 103772

THOMPSON LAW OFFICE, PLLC

P.O. Box 280

Gulfport, MS 39502

Phone: (228) 265-5010

E-mail: [mike@mjtlaw.com](mailto:mike@mjtlaw.com)

*Attorney for Coastal Marine Contractors, LLC*



IN THE CHANCERY COURT OF HANCOCK COUNTY, MISSISSIPPI

**FILED**

HANCOCK COUNTY PORT AND  
HARBOR COMMISSION

FEB 08 2024

PLAINTIFF

v.

TIFFANY LEE COWMAN  
CHANCERY CLERK  
BY 

CAUSE NO. 23CH1224-CV-079 (JS)  
D.C.

COASTAL MARINE CONTRACTORS,  
LLC

DEFENDANT

**COMPLAINT**

COMES NOW, Plaintiff, Hancock County Port and Harbor Commission ("HCPHC" or "Plaintiff"), by and through undersigned counsel of record, and files this its Complaint pursuant to the Mississippi Rules of Civil Procedure against Defendant, Coastal Marine Contractors, LLC. ("CMC" or "Defendant"), and would show unto this Honorable Court the following:

**PARTIES**

1. HCPHC is a political subdivision of the State of Mississippi, and is a governmental body created by the lawful act of the Hancock County Board of Supervisors with its principal place of business being located at 14054 Fred and Al Key Road, Kiln, Mississippi 39556.

2. CMC is a Louisiana corporation which has had its authorization to do business in Mississippi revoked. CMC's principal place of business is located at 330 Bayou Liberty Road, Slidell, LA 70458. CMC may be served through its Registered Agent, Allen Warriner, at 330 Bayou Liberty Road, Slidell, LA 70458, or wherever he may be found.

**JURISDICTION AND VENUE**

3. The Court has personal jurisdiction over the parties, as well as subject matter jurisdiction over the claims at issue in this civil action.

4. This Court is the proper venue for this action.

### STATEMENT OF FACTS

5. CMC owns various barges which have been docked in the canal located in HCPHC's Industrial Park at Port Bienville.

6. HCPHC has a published tariff, which includes rates for dockage. *See* Applicable Versions of HCPHC's Published Tariff, attached hereto as cumulative Exhibit "A" (the "Published Tariff").

7. The Published Tariff was lawfully enacted by HCPHC.

8. When CMC docked its barges in HCPHC's canal, it was subject to HCPHC's tariff, did in fact subject itself to such tariff, and is obligated to pay the published rate for docking its barges in HCPHC's canal.

9. HCPHC did not grant CMC permission to dock in its canal free of charge or without paying dockage.

10. HCPHC has invoiced CMC for dockage in an amount exceeding Two Hundred Sixty Thousand Dollars (\$260,000.00). *See* Accounts Receivable Information, attached hereto as Exhibit "B".

11. The invoices from HCPHC to CMC for its dockage in Port Bienville's Industrial Park are for dockage fees owed from as early as January of 2022 (the "Invoices").

12. To date, CMC has failed to pay the outstanding Invoices, and such Invoices remain due and owing.

### COUNT 1 – UNJUST ENRICHMENT

13. HCPHC incorporates all previous Paragraphs of this Complaint as if fully stated herein.

14. In the event it is adjudicated there is no binding contract between CMC and HCPHC, CMC is nevertheless obligated to fully satisfy all sums due and owing as reflected the Invoices.

15. CMC's failure to pay the aforementioned Invoices has resulted in CMC being unjustly enriched, as it docked its barges in HCPHC's canal without paying the published rate for such actions.

16. HCPHC requests money damages for CMC's unjust enrichment in the amount of the outstanding Invoices, plus dockage for any other time CMC has made use of HCPHC's canal but for which it has not yet been invoiced.

### **COUNT II – QUANTUM MERUIT**

1. HCPHC incorporates all previous Paragraphs of this Complaint as if fully stated herein.
2. HCPHC provides docking services to mariners and other users, who make use of HCPHC's canals and docks.
3. CMC is a barge shipping company contemplated as a user under HCPHC's Published Tariff.
4. CMC did in fact make use of HCPHC's canal and docking facilities and services.
5. HCPHC provided docking facilities and services for CMC with the expectation of being compensated by CMC for its barges being docked in HCPHC's canal.
6. HCPHC submitted Invoices to CMC for its use of HCPHC's canal and docking facilities and services with the reasonable expectation of being paid in full by CMC. CMC reasonably knew that HCPHC expected to be compensated according to its Published Tariff.
7. Accordingly, in the alternative to an award of damages for other claims asserted herein, HCPHC is entitled to an award of damages for the value of the services and the use of its facilities that HCPHC provided to CMC, which CMC has refused to pay.

### **COUNT III – BREACH OF IMPLIED CONTRACT**

8. HCPHC incorporates all previous Paragraphs of the Complaint as if fully stated herein.



9. HCPHC's Published Tariff constitutes the basis of, and is in fact, a contract between HCPHC and CMC.

10. CMC's failure to pay the aforementioned Invoices constituted a breach of such contract, as CMC docked its barges in HCPHC's canal without paying the published rate for such actions.

11. Because of CMC's breach, significant charges have accrued pursuant to HCPHC's lawfully enacted tariff, for which CMC has been properly invoiced, in further breach of its contract, causing HCPHC to incur significant monetary damages.

12. Despite receiving the Invoices from HCPHC, CMC has willfully refused to satisfy their obligations under the contract.

13. Because of the breach by CMC, HCPHC has incurred significant monetary damages in excess of Two Hundred and Sixty Thousand Dollars (\$260,000.00).

WHEREFORE, PREMISES CONSIDERED, HCPHC prays for the following relief:

1. That judgment be entered in favor of HCPHC and against CMC for the claims, actions, and conduct referenced herein for a monetary sum to be determined at the trial of this matter;
2. An award of pre-judgment interest, as well as attorneys' fees and costs associated with the prosecution of these claims.

Respectfully submitted, this the 8<sup>th</sup> day of February, 2024.

**HANCOCK COUNTY PORT AND HARBOR  
COMMISSION**

BY:

BALCH & BINGHAM LLP

BY:

Of Counsel

K.C. Hightower (MSB# 101246)  
Katie Hood (MSB# 104659)  
BALCH & BINGHAM LLP  
1310 Twenty Fifth Avenue  
Gulfport, MS 39501  
Telephone: (228) 864-9900  
Facsimile: (228) 864-8221  
kchightower@balch.com  
khood@balch.com

**PORT BIENVILLE INDUSTRIAL PARK**

**FMC-1; Org. #002665**

**TITLE PAGE**

**TARIFF NO. 1-B**

Revised

SCHEDULE OF CHARGES, RULES AND REGULATIONS FOR  
WHARFAGE, HANDLING, STORAGE AND SERVICES

APPLICABLE AT

**PORT BIENVILLE INDUSTRIAL PARK**

APPROVED BY HANCOCK COUNTY PORT AND HARBOR COMMISSION  
On April 27, 2015

ISSUED: April 27, 2015

EFFECTIVE: June 1, 2015

ISSUED BY:

HANCOCK COUNTY PORT AND HARBOR COMMISSION  
PO BOX 2267, BAY ST. LOUIS, MS 39521  
TELEPHONE: (601) 467-9231  
FAX: (601) 467-9341

**EXHIBIT "A"**



PORT BIENVILLE INDUSTRIAL PARK

FMC-1; Org. #002665

TARIFF NO. 1-B

PAGE 1  
REVISD

SUPERSEDES AND CANCELS ALL OTHER TARIFFS

CHECK SHEET

(\*) Indicates new or revised page included in this filing.

PAGE	REVISION
3	*
8	+
9	+

CANCELLATION OF PAGES

Unless otherwise provided, amendment of a page will be made by reprinting the page and showing the revision number. The revision numbers will be used in consecutive numerical order beginning with "1st Revised Page". A revised page cancels any un-canceled revised or original page(s), which bear the same page number.

ABBREVIATIONS AND REFERENCE MARKS

ITEM 110

*	Denotes change in wording	+	Denotes increase in charges
@	Denotes new provision	%	Denotes reduction in charges
N.T.	Net ton (2,000 pounds)		
USDA	United States Department of Agriculture		
FMC	Federal Maritime Commission		
DOT	United States Department of Transportation		

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EXHIBIT "A"

**PORT BIENVILLE INDUSTRIAL PARK**

**FMC-1; Org. #002665**

**TARIFF NO. 1-B**

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**ISSUED: April 27, 2015**

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**HANCOCK COUNTY PORT AND HARBOR COMMISSION**  
**PO BOX 2267, BAY ST. LOUIS, MS 39521**

**EXHIBIT "A"**

PORT BIENVILLE INDUSTRIAL PARK

FMC-1; Org. #002665

TARIFF NO. 1-B

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REVISED

DEFINITIONS

DAYS AND HOLIDAYS

ITEM 5

In computing charges, a day is a period of 24 consecutive hours or fraction thereof of any calendar day or days.

Holidays are defined as Christmas Day, New Year's Day, Memorial Day, Independence Day, and Thanksgiving Day.

PORT AUTHORITY

ITEM 10

Port Authority, when used herein, is the Hancock County Port and Harbor Commission as prescribed by law.

DOCKAGE

ITEM 15

A charge against the ship or vessel for the use of the wharves, mooring facilities, or other facilities within the Port Bienville Industrial Park. The charge is based upon the length of the ship or barge as determined by the Port Commission's rules. The ship or vessel is responsible for this charge. **Nothing herein shall prohibit the Port Authority from assessing any other charges under any other provision of this Tariff No. 1-B.**

LAY BERTH

ITEM 20

A privilege granted upon request for a ship or vessel to berth at a wharf, pier, bulkhead structure, or bank.

WHARVES

ITEM 25

Wharves and facilities, whether public or private, within the Port Bienville Industrial Park... **Nothing herein shall prohibit the Port Authority from assessing any other charges under any other provision of this Tariff No. 1-B.**

PORT BIENVILLE INDUSTRIAL PARK

ITEM 30

The lands and waters, and interests therein, under the management, supervision and control of the Port Authority.

STEVEDORE

ITEM 35

One who works at or is responsible for the loading and unloading of a ship or vessel within the jurisdiction of the Port Authority.

SHIP AND VESSEL

ITEM 40

A "ship" is any self-propelled sea-going vessel. A "vessel" is any type of floating equipment or object including barges.

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## PORT BIENVILLE INDUSTRIAL PARK

FMC-1; Org. #002665

TARIFF NO. 1-B

PAGE 4

### DEFINITIONS CONTINUED

#### WHARFAGE

ITEM 45

A charge assessed against all cargo passing or conveyed over, onto, or under wharves, whether public or private, and the transit sheds built thereon or between ship or vessel when berthed at the wharf, pier, bulkhead structure(s) or banks, any of which whether public or private, within the jurisdiction of the Port Commission.

### RULES AND REGULATIONS

#### JURISDICTION

ITEM 100

The Port Authority has jurisdiction control over, and the power to regulate, fix and enforce rules and charges for the use of the harbor, channel, warehouses, freight handling machinery, equipment, and all other property and facilities owned and/or operated by it in accordance with applicable law.

Normal operations are conducted through the Commission's appointed Port Director.

#### APPLICATION AND INTERPRETATION OF TARIFF

ITEM 105

Rates, rules and regulations contained herein, or as amended, shall apply equally to all users at and to all waterways, terminals, and facilities of the Port Authority except as otherwise provided. The use of the waterways, facilities, and/or services under the jurisdiction of the Port Authority shall constitute a consent to the terms and conditions herein and evidences an agreement on the part of all carriers, vessels, barges, their owners and agents or all other users of such waterways, services, and/or facilities, to pay all charges specified herein to be governed by all rules and regulations set forth in this tariff.

All reference to harbor masters, pilots, boatmen, stevedores, surveyors, watchmen, police, ship chandlers, ship agents and all other persons engaged in providing any type of service or operation on or at any waterway, road or facility, will be governed by "TITLE 59," Mississippi Code, 1972, Annotated.

ISSUED: April 27, 2015

EFFECTIVE: June 1, 2015

ISSUED BY:  
HANCOCK COUNTY PORT AND HARBOR COMMISSION  
PO BOX 2267, BAY ST. LOUIS, MS 39521

**EXHIBIT "A"**

**PORT BIENVILLE INDUSTRIAL PARK**

**FMC-1; Org. #002665**

**TARIFF NO. 1-B**

**PAGE 5**

**RULES AND REGULATIONS**

**MARINE LOSS OR DAMAGE TO CARGO OR VESSELS      ITEM 125**

The Port Authority assumes no responsibility for marine loss or damage to any cargo of any description, nor assumes any responsibility for marine loss or damage to any vessel, barge, tug boat, or other craft while within the harbor limits of Port Bienville Industrial Park or other places.

**DOCKAGE/WHARFAGE AT OTHER THAN PUBLIC WHARVES      ITEM 130**

The Port Authority reserves the right to assess wharfage or dockage charges against any commodity received from and/or discharged to, or to ships utilizing, respectively, the water over which the Port Authority has jurisdiction.

**HAZARDOUS MATERIALS OR SUBSTANCES      ITEM 135**

Shipments of articles classified as hazardous materials or hazardous substances by the United States Department of Transportation will be accepted only after a full compliance by shippers or carriers with these rules and regulations or as amended. Wharfage and handling facilities will not be provided except under special circumstances approved by the Port Director.

**MEASUREMENT OF SHIPS OR VESSELS      ITEM 140**

The Port Authority reserves the right to measure all ships or vessels when deemed necessary; said measurements to be used by the Port Authority as a basis for any and all charges. For purpose of determining charges under this tariff, the term "length" or "over-all length" of a ship or vessel shall be that length measured from the extreme forward point to the extreme aft point of the ship or vessel as may appear in the Certificate of Registry for the ship or vessel. With respect to ships engaged in foreign, coastwise, or intracoastal trade, such measurements appearing in Lloyd's Register will be acceptable as evidence thereof.

**ISSUED: April 27, 2015**

**EFFECTIVE: June 1, 2015**

**ISSUED BY:  
HANCOCK COUNTY PORT AND HARBOR COMMISSION  
PO BOX 2267, BAY ST. LOUIS, MS 39521**

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**PORT BIENVILLE INDUSTRIAL PARK**

**FMC-1; Org. #002665**

**TARIFF NO. 1-B**

**PAGE 6**

**RULES AND REGULATIONS**

**REQUEST FOR STATEMENT OF TONNAGE**

**ITEM 145**

All ships or vessels, their owners or agents, or any other persons, firms or corporations shall furnish without delay, but in not greater than seven days, a statement showing weight (weight and measure in cubic meters if by commodities including bunkers, and if containerized the number of units and size, covering any shipments or cargo in the transit sheds, or wharves, or occupying space on any other property under the control of the Port Authority.

**ASSIGNMENT OF BERTH, SHEDDAGE, MOORING AND MARGINAL TRACK** **ITEM 150**

All vessels, barges, or other water craft, or their owners or agents, desiring berth and/or marginal tracks, sheddage assignment, open dock use, anchorage, mooring place, or any other facility shall, as far as possible but not later than 48 hours in advance of the date of docking to load or unload if space is available, make application thereof to the Port Director in writing specifying the date of docking, sailing, and the nature and quantity of cargo to be handled. The Port Director reserves the right to decline any application at its discretion. All assignments shall be at the discretion of the Port Director.

**VACATE OF BERTH**

**ITEM 155**

Any vessels, barges or other watercraft occupying a berth under Item 150 may, at the sole discretion of the Port Director, be ordered to vacate the berth due to accommodation of another vessel for the working of cargo or whenever such occupancy poses a potential hazard. Failure to vacate the berth as ordered will result in a penalty to be twice the applicable dockage rate. The imposition of such a penalty shall not affect the right to have the vessel removed at the expense and risk of the owner or charterer.

**ISSUED: April 27, 2015**

**EFFECTIVE: June 1, 2015**

**ISSUED BY:**  
**HANCOCK COUNTY PORT AND HARBOR COMMISSION**  
**PO BOX 2267, BAY ST. LOUIS, MS 39521**

**EXHIBIT "A"**

**PORT BIENVILLE INDUSTRIAL PARK**

**FMC-1; Org. #002665**

**TARIFF NO. 1-B**

**PAGE 7**

**RATES AND CHARGES**

**ASSIGNMENT OF WHARFAGE CHARGES**

**ITEM 200**

All cargo shall be subject to the wharfage charges as follows:

- (1.) When cargo is placed onto wharves, docks, landing, mooring facilities, or other structures, any of which whether public or private, for handling to or from ship or vessel; or
- (2.) When cargo is placed on the public or private wharves for outbound movement and is not subsequently loaded aboard a ship or vessel but is removed from the wharves; or
- (3.) When cargo is transferred over or under such wharves, docks, landings, mooring facilities, or other structures, any of which whether public or private, to or from ship or vessel; or
- (4.) When cargo is delivered to or received from ships or vessels by other water craft, or when transferred over the side of ships or vessels directly to or from the water;
- (5.)(a) When ships or vessels are moored outside of other water craft occupying berths at wharves, dock landings, mooring facilities or other structures, any of which whether public or private;
- (b) When ships or vessels are occupying berths at wharves, dock landings, mooring facilities or other structures, any of which whether public or private;
- (c) When ships or vessels are anchored, partly anchored, or partly moored to wharves, docks, or other structure, any of which whether public or private, in any area within the jurisdiction of the Port Authority.

ISSUED: April 27, 2015

EFFECTIVE: June 1, 2015

ISSUED BY:  
HANCOCK COUNTY PORT AND HARBOR COMMISSION  
PO BOX 2267, BAY ST. LOUIS, MS 39521

**EXHIBIT "A"**



**PORT BIENVILLE INDUSTRIAL PARK**

**FMC-1; Org. #002665**

**TARIFF NO. 1-B**

**PAGE 8  
REVISED**

**RATES AND CHARGES**

The rate for wharfage is as follows:

<u>COMMODITY</u>	<u>RATE</u>
1. General Commodities N.O.S.	\$1.40 per net ton
2. Hazardous Cargo	\$4.00 per net ton
3. Bulk Commodities N.O.S. (or 40 cubic feet, whichever is greater)	\$1.00 per net ton
4. USDA (bagged commodities)	\$1.00 per net ton
5. Forest Products	\$1.00 per net ton
6. Iron and/or Steel Articles, N.O.S.	\$1.50 per net ton
7. Fabricated Steel, N.O.S.	\$2.50 per net ton

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**PORT BIENVILLE INDUSTRIAL PARK**

**FMC-1; Org. #002665**

**TARIFF NO. 1-B**

**PAGE 9  
REVISED**

**RATES AND CHARGES**

**DOCKAGE**

**ITEM 205**

The dockage charge shall be **\$1.00** per lineal foot of ship, vessel or barge starting the 1st day and every day thereafter.

All carriers, vessels, their owners and/or agents or other users of the facilities placed on the delinquent list for reasons provided herein shall be denied further use of the facilities by the Port Director until all charges have been paid.

**CONTAINER STORAGE**

**ITEM 210**

All cargo containers stored outside of the leased ship terminal area as defined by lease agreements between the Port Authority and lessee will be assessed a storage charge of:

**\$1.00** per Container per Day

**MISCELLANEOUS CHARGES**

**ITEM 215**

All other types of charges not otherwise specified herein will be quoted on request from the Port Director.

**PERMITS**

**ITEM 220**

All commercial ship, vessel or other transportation mode operators will be required to have a one (1) year entry permit issued by the Port Authority in order to conduct business on Port Bienville. Such permit shall be issued based on criteria establish by the Port Authority and require a payment of \$50.00 administrative fee applicable to all transportation equipment under control of the permit holder.

**ISSUED: April 27, 2015**

**EFFECTIVE: June 1, 2015**

**ISSUED BY:  
HANCOCK COUNTY PORT AND HARBOR COMMISSION  
PO BOX 2267, BAY ST. LOUIS, MS 39521**

**EXHIBIT "A"**

Status	Document ID	External Reference	Document Type	Document Date	Document Amount in Trans...	Open Amount in Tran...	Header Text
Open	IP-583	IP-583	Invoice	10/31/2022	12,285.00 USD	12,285.00 USD	CMC01 DOCKAGE OCT 2022
Open	IP-529	IP-539	Invoice	09/30/2022	27,495.00 USD	27,495.00 USD	CMC01 DOCKAGE SEP 2022
Open	IP-500	IP-500	Invoice	09/14/2022	221,130.00 USD	221,130.00 USD	CMC01 DOCKAGE JAN 2022 - AUG 2022

EXHIBIT "B"

Case: 23CH1-24cv-00079-JS Document #: 5-2 Filed: 03/27/2024 Page 1 of 1

## DEFENDANTS

Coastal Marine Contractors, LLC

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

Attorneys (If Known)

Michael J. Thompson, Jr., Thompson Law Office, PLLC,  
P.O. Box 280, Gulfport, MS 39502

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff  
(For Diversity Cases Only) and One Box for Defendant)

- |   | PTF                                   | DEF                        |  | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|--|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation   | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

Click here for: [Nature of Suit Code Descriptions.](#)

**V. ORIGIN** (Place an "X" in One Box Only)

- ## VI. CAUSE OF ACTION

**VII. REQUESTED IN COMPLAINT:**

<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.	<b>DEMAND \$</b> 260,000.00	CHECK YES only if demanded in complaint: <b>JURY DEMAND:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
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(See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

**FOR OFFICE USE ONLY**

RECEIPT #	5369651	AMOUNT	\$405.00	APPLYING IFP	JUDGE	MAG. JUDGE
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